

REC'D SEP 15 2008

REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan
MSAD #21	MSAD #21
MSAD #39	MSAD #39
MSAD #43	MSAD #43
Hanover	Hanover

Contact Information:

RPC Chairs (Co)

Name:

Address:

Telephone:

email:

Ben McCollister (#21), Stacey Raymond #39, Len Greunick #43
 109 Canton Rd. 93 Whitman School Rd.
 Canton, Me. Buckfield 04220
 04221
 557-2061 336-3866
 Benjamin.McCollister@ssa.gov Staceyraymond@yahoo.com
 7/7/08
 74 Andover
 Rumford, Me.
 04276
 364-7485
 lengreaddelp

Date Plan Submitted:

Proposed RSU Operational Date:

July 1, 2009

Maria De Mesa Dobson Board member	Aug 10, 08	SAD 89
Signature/Title	Date	SAU
John W. Phillips	Aug 13, 08	SAD 89
Signature/Title	Date	SAU
Ken J. Stewart	Aug 13, 08	SAD #39
Signature/Title	Date	SAU
Spencer Board #39	Aug 13, 2008	SAD #39
Signature/Title	Date	SAU
David J. [unclear]	Aug 13, 2008	SAD #39
Signature/Title	Date	SAU
Chris [unclear] Human	Aug 13, 2008	SAD #39
Signature/Title	Date	SAU
[unclear]	13 Aug 08	SAD #39
Signature/Title	Date	SAU
James R. Hamrick	Aug 13, 2008	SAD #39
Signature/Title	Date	SAU

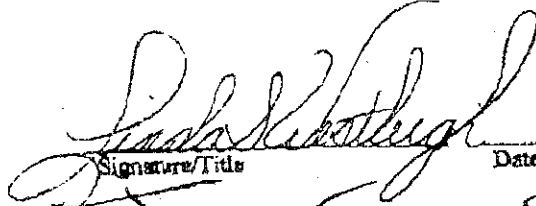

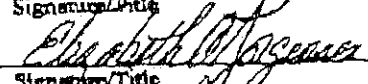
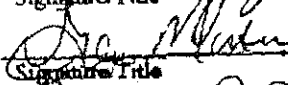
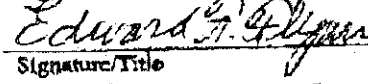
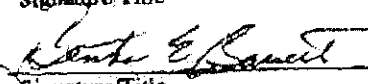



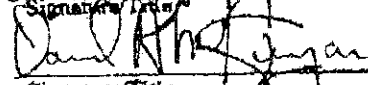
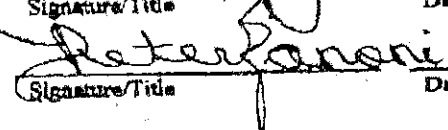
Signature/Title	Date	SAU
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Signature/Title	Date	SAU
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Signature/Title	Date	SAU
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Signature/Title	Date	SAU
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<u>Den Smith</u> Signature/Title	<u>7/7/2008</u> Date	<u>#21</u> SAU
<u>Carl F. R...</u> Signature/Title	<u>7-7-08</u> Date	<u>#21</u> SAU
<u>Burt Chew</u> Signature/Title	<u>7-7-08</u> Date	<u>#21</u> SAU
<u>Patricia Hunt</u> Signature/Title	<u>7-7-08</u> Date	<u>#21</u> SAU
<u>Richard Cofitz</u> Signature/Title	<u>7-7-08</u> Date	<u>#21</u> SAU
<u>Bruce A. Ross</u> Signature/Title	<u>7-7-08</u> Date	<u>#21</u> SAU
<u>Leslie Shultz</u> Signature/Title	<u>7-7-08</u> Date	<u>21</u> SAU
<u>Linda M. Berry</u> Signature/Title	<u>7-7-08</u> Date	<u>21</u> SAU
_____ Signature/Title	_____ Date	_____ SAU
_____ Signature/Title	_____ Date	_____ SAU
_____ Signature/Title	_____ Date	_____ SAU
_____ Signature/Title	_____ Date	_____ SAU

 Signature/Title	8-11-08 Date	SAD #43 SAU
 Signature/Title	8/11/2008 Date	SAD #43 SAU
 Signature/Title	8/11/08 Date	SAD #43 SAU
 Signature/Title	8/11/08 Date	SAD #43 SAU
 Signature/Title	8/11/08 Date	SAD #43 SAU
Chris Brennick Signature/Title	8/11/08 Date	SAD #43 SAU
 Signature/Title	8/11/08 Date	SAD #43 SAU
 Signature/Title	8-11-08 Date	SAD #43 SAU
 Signature/Title	8-11-2008 Date	SAD #43 SAU
 Signature/Title	8-11-08 Date	SAD #43 SAU
 Signature/Title	8-11-08 Date	SAD #43 SAU
 Signature/Title	8-11-08 Date	SAD #43 SAU

HANOVER SCHOOL COMMITTEE MEETING
MONDAY, JUNE 2, 2008 – 6:30 P.M.
HANOVER TOWN HALL
HANOVER, ME 04237
MINUTES- EMERGENCY MEETING

School committee members present:
School committee members absent:

R. Brown, D. Force
V. Fimiani

CONSIDERATION OF MINUTES

COMMUNICATIONS

NEW BUSINESS

OLD BUSINESS

Discussion of School Consolidation

Superintendent Hodgkin informed the Board that SAD #39 is having conversations with SAD#17 about a possible Alternative Organization Structure between those two SAD's. Superintendent Hodgkin stated that he favored submitting our plan for consolidation to the state on time and if SAD#39 pulls out at a later date, then the plan can be readjusted.

Moved: D. Force

Seconded: R. Brown

To approve submitting the plan for consolidation of MSAD#43, MSAD#21, MSAD#39, and Hanover to the Department of Education.

Passed Unanimously

ADJOURNMENT

Moved: D. Force

Seconded: R. Brown

To adjourn the meeting.

Time: 6:32 p.m.

James D. Hodgkin
8/25/08

Reorganization Plan Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Sub-Chapter 2 Item Number Law Reference	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Sub-Chapter 2 Item Number/Law Reference	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier	Need Assistance
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ³)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K - 12.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exceptions to 2,500 minimum

Actual number of students for which the SAU is fiscally responsible: _____

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

Western Foothills School District REORGANIZATION PLAN

(9/15/08)

SAU Submitting: MSAD #21, MSAD #39, MSAD #43, Hanover

Contact Information: Dr. Thomas J. Ward, Rick Colpitts, Jim Hodgkin, Ben McCollister,
Stacey Raymond, Len Greaney

Date Submitted by SAU: July 7, 2008

Proposed RSU Operational Date: July 1, 2009

The name of the regional school unit organized under this plan shall be Western Foothills School District.

1. The units of school administration to be included in the proposed reorganized regional school unit. (voted 5/13/08)

The proposed regional school unit (sometimes referred to herein as the "region") includes the following school administrative units (sometimes herein collectively referred to as the "existing school administrative units"):

- A. Town of Hanover, a municipal school unit;
- B. Maine School Administrative District No. 21;
- C. Maine School Administrative District No. 39;
- D. Maine School Administrative District No. 43;

2. The size, composition and apportionment of the governing body.
(Voted 5/13/08)

- Western Foothills School District shall have a 17 member board.
- Board representatives will be paid \$25.00 for each regularly scheduled meeting and sub-committee meetings. Board compensation may be changed by any method permitted by law.
- Non-binding recommendations for the new regional school unit board:
 - A. The new board should determine any necessary sub-committees.
 - B. To the extent possible, the board should strive to balance each sub-committee with representation from the previous school administrative units.
 - C. Each member of any board subcommittee should have one vote, with no weighted voting.
 - D. A new central office should be located as close to the geographical center of the new region as feasible.

3. The method of voting of the governing body. See (Exhibit A)
(voted 5/13/08)

The motion in section two included the use of Option D with Weighted Votes.

METHOD "D" WEIGHTED VOTING - that is in compliance of the "one man - one vote principle"

Municipality	2006 Est. Federal Decennial Census	Percent of Population	Total Votes	Number of Directors	Number of Votes Per Director	%age of Voting Power per Director
Canton	1,163	5.9%	1,163	1	1,163	5.9%
Carthage	509	2.6%	509	1	509	2.6%
Dixfield	2,561	12.9%	2,561	2	1,281	6.5%
Peru	1,544	7.8%	1,544	1	1,544	7.8%
Buckfield	1,939	9.8%	1,939	2	970	4.9%
Hartford	1,058	5.3%	1,058	1	1,058	5.3%
Sumner	843	4.3%	843	1	843	4.3%
Byron	120	0.6%	120	1	120	0.6%
Mexico	2,934	14.8%	2,934	2	1,467	7.4%
Roxbury	383	1.9%	383	1	383	1.9%
Rumford	6,409	32.4%	6,409	3	2,136	10.8%
Hanover	317	1.6%	317	1	317	1.6%
TOTALS	19,780	100.0%	19,780	17		

4. The composition, powers and duties of any local school committees to be created. None (voted 5/13/08)

5. The disposition of real and personal school property. (voted 5/13/08)

All property is transferred unless listed as an exception. See (Exhibit B)

A. Real Property and Fixtures. Except as listed below, all real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the school administrative units shall be property of the regional school unit. The regional school unit board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such real property and fixtures. **The following real property will not be used by the RSU and will revert back to the municipality(Mexico):**

Name of SAU

#43

Description of Excluded Property

Central Office
3 Recreation Drive
Mexico, Maine

Any excluded real property and fixtures shall become the property of the municipality in which it is located. The regional school unit shall comply with state law with respect to the closing of school buildings and the disposition and use of proceeds, if any, from closed school buildings.

B. Personal Property. All other tangible and intangible school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies, inventories, software, leases, licenses, rights of use and records of the existing school administrative units shall become property of the regional school unit as their successor, including all personal property except fixtures at and near the excluded office building in Mexico.

The regional school unit board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such personal property.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.
(voted 5/13/08)

A. Bonds, Notes and Lease Purchase Agreements That the Region Will Assume.
The region shall assume liability to pay the following bonds, notes and lease purchase agreements:

Except as provided above, or as approved by the RSU board before the operational date, no other bonds, notes and lease purchase agreements issued before the operative date of the region shall be assumed by the region. No regional school unit board approval of such other debt may be given except in extenuating circumstances to meet critical educational needs or to prevent damage to property to be transferred to the region, as determined by the regional school unit board.

B. Defaulted Debt is Excluded from Being Assumed. Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the region will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

C. Other Debt Not Assumed. Except as provided in this section of the Plan, the region will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the region.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.
(voted 5/13/08)

A. School Personnel Contracts. Pursuant to Section XXXX-43(5), individuals who have employment contracts with any of the existing school administrative units on the day before the operational date shall become employed by Western Foothills School District as of the operational date, and their contracts shall be assumed by Western Foothills School District on the operational date. This provision does not prevent the existing school administrative units from terminating or non-renewing the contracts of employees in accordance with applicable law before the operational date of Western Foothills School District. The list shall be updated and made final no later than the day before the operational date of the Western Foothills School District.

SAU	Contracting Party	Type Contract	Expiration Date
SAD 21	Principals, Spec. Ed. Dir., Dir. of Tran./Maint., Guidance, Tech Directors, Asst. Prin./Athletic Dir., Food Service Director	Individual Contracts	6/30/2009
SAD 21	Superintendent	Individual Contract	6/30/2009
SAD 21	Central Office Personnel	Individual Contracts	6/30/2009
SAD 39	Director Managers	Individual Contracts	6/30/2009
SAD 43	Superintendent	Individual Contract	6/30/2012
SAD 43	Dir. of Curr., Assess., and Instruction	Individual Contract	6/30/2010
SAD 43	Central Office Personnel	Individual Contracts	6/30/2009
SAD 43	OT/PT, Psyche Examiner, Computer Techs.	Individual Contracts	6/30/2009

(SAD 39 Superintendent shared 40/60 with SAD 17 until 6/30/08)

A list of all employees of the existing school administrative units who do not have written individual employment contracts is attached as **Exhibit H**. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by Western Foothills School District as of the operational date. This provision does not prevent the existing school administrative units from terminating employment of the employees in accordance with applicable law before the operational date of the region. The list shall be updated and made final no later than the day before the operational date of Western Foothills School District.

The duties and assignments of all employees transferred to Western Foothills School District shall be determined by the Superintendent of Western Foothills School District or his/her designee.

B. School Collective Bargaining Agreements. The following collective bargaining agreements to which the existing school administrative units are a party shall be assumed by the regional school unit board as of the operational date:

SAU	Positions Included in Bargaining Unit	Next Termination Date
SAD 21	Teachers, Library, School Nurse	August 31, 2010
SAD 21	Secretaries	August 31, 2011
SAD 21	Ed. Techs.	August 31, 2010
SAD 43	Bus drivers/Custodians, food service	June 30, 2009
SAD 43	Nutrition Service Workers	June 30, 2009
SAD 43	Teachers	August 31, 2010
SAD 43	Educational Technicians	August 31, 2010
SAD 43	Administrators	June 30, 2011
SAD 43	Secretaries	June 30, 2011
SAD 39	Administrators	June 30, 2010
SAD 39	Hourly employees	August 31, 2010
SAD 39	Teachers, Library, School Nurse	August 31, 2009
SAD 39	Directors/Managers (Food service, Transportation/Maintenance, After school)	June 30, 2009

All successor contracts to the contracts expiring June 30, 2009 will be honored by the regional school unit board.

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the Western Foothills School District Board as of the operational date.

C. Other School Contractual Obligations. A list of all contracts to which the existing school administrative units are a party and that will be in effect as of the operational date and that will be assumed by the region is attached as **Exhibit J**.

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.
(voted 5/13/08)

A. Existing Financial Obligations. Pursuant to Section XXXX-36(5) the disposition of existing financial obligations of the existing school administrative units is governed by this plan.

Existing financial obligations of the existing school administrative units shall include the following:

- i. all accounts payable;
- ii. to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the existing school administrative unit for any year prior to the year Western Foothills School District becomes operational, whether or not such expenses were budgeted by the existing school administrative unit in the year the obligations were incurred, excluding summer salaries and benefits; and
- iii. all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each existing school administrative unit shall satisfy its existing financial obligations from all legally available funds. If an existing school administrative unit has not satisfied all of its existing financial obligations, the existing school administrative unit shall transfer sufficient funds to the region to satisfy its remaining existing financial obligations, and Western Foothills School District shall be authorized to satisfy those existing financial obligations on behalf of the school administrative unit. If the existing school administrative unit does not transfer to the region sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, Western Foothills School District Board may satisfy those obligations from balances that the existing school administrative unit transfers to the region. If the available balances transferred are insufficient to satisfy the school administrative unit's existing financial obligations, or are not legally available for that purpose, Western Foothills School District Board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied existing financial obligations of an existing school administrative unit. For example, to the extent permitted by law, the Western Foothills School District Board may satisfy the unpaid existing financial obligations of an existing school administrative unit in the same manner and with the same authority as for un-assumed debt under the provisions of 20-A M.R.S.A. section 1506(4). Salaries and benefits payable after June 30, 2009 shall be the responsibility of Western Foothills School District.

Additionally, to the extent permitted by law, if in the judgment of Western Foothills School District Board it must raise funds from all its members to satisfy existing financial obligations of an existing school administrative unit, the Western Foothills

School District Board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an existing school administrative unit for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an existing school administrative unit be borne by the region member or members formerly comprising that school administrative unit and not by the other region members.

B. Remaining Balances. The balance remaining in the existing school administrative unit's school accounts after the school administrative unit has satisfied existing financial obligations in accordance with this plan shall be paid to the treasurer of the regional school unit, verified by audit and used to reduce that region member's contribution as provided by Section XXXX-43(4). The balance from an existing school administrative unit must be used to reduce the local contribution to the region of the region member or the region members formerly comprising that school administrative unit within the first three years of operation of the region. Unless the Legislature otherwise provides, in the case of each of SAD No. 21, SAD No. 39, and SAD No. 43 the school board of the applicable district shall specify in writing to the regional school unit board how the region shall allocate credit for transferred remaining balances between municipalities of the SAD. Unless the Legislature otherwise provides, if the district board has not specified in writing to the regional school unit board how this allocation shall occur, then the transferred remaining balances shall be credited to the district's members in proportion to their respective shares of that portion of the total local costs of the region allocable to all of the district's members for the operational year.

Transfers of remaining balances by SAD No. 21, SAD No. 39 and SAD No. 43 shall occur before the districts have closed their accounts and ceased normal operations. Transfer of the remaining balances of Hanover may occur within the period specified by Section XXXX 43(4).

C. Reserve Funds. Existing school administrative units shall transfer remaining balances of reserve funds to the region. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the existing school administrative unit. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. section 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the region comprising the school administrative unit that transferred that reserve fund to the region.

D. Scholarship Funds. Existing school administrative units shall transfer remaining balances of scholarship funds to the region. Scholarships shall be limited to the

original pool of potential recipients unless otherwise provided by the donor or by applicable law.

E. Trust Funds. Existing school administrative units shall transfer trust funds to the region. The regional school unit board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

F. Ownership of Funds and Accounts. All of the school accounts and funds of the existing school administrative units shall become the property of Western Foothills School District on the operational date, and the treasurer of Western Foothills School District shall have the authority of those accounts.

9. Transitional powers and duties of initial regional school unit board. (voted 5/13/08)

A. General statutory authority; limitations. The transitional powers and duties of the initial region board shall include the powers and duties described in Title 20-A M.R.S.A. section 1461-A, except as expressly limited by this Plan. The authority to incur expenses not reimbursable by the Department of Education shall be limited to the amount of \$10,000.

B. Transition Plan for Personnel Policies. All personnel policies existing in the existing school administrative units shall continue to apply to the same employment positions until the regional school unit board develops and adopts region-wide policies. After the operational date, the Western Foothills School District Board and superintendent will develop and adopt region-wide policies in accordance with applicable law.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan. (voted 5/13/08)

Minutes of the following public meetings held to prepare or review the reorganization plan are attached as **Exhibit I**:

Note: Attach minutes of each meeting listed below.

- ✓ December 12, 2007 @ DHS
- ✓ January 8, 2008 @ BJSHS
- ✓ February 5, 2008 @ MVHS
- ✓ February 28, 2008 @ DHS
- ✓ March 31, 2008 @ BJSHS
- ✓ April 29, 2008 @ MVHS
- ✓ May 8, 2008 @ TWKDMS

✓ May 13, 2008 @ MSAD #39 Central Office

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan. If one or more of the proposed members of the region fail to approve the plan, the SAUs that approve the plan shall proceed as follows: (voted 5/13/08)

If one or more of the existing school administrative units fail to approve the plan, the existing school administrative units that approve the plan shall proceed as follows:

If the plan is rejected by one or more existing school administrative units, the region shall not be formed under this plan, and the school administrative units shall re-start the process to form a regional school unit with the same or other school administrative units and may seek assistance from the Department of Education to form another reorganization plan pursuant to Section XXXX-36(11).

The exception to this process will be if Hanover fails to approve the plan, but the plan is approved by Maine School Administrative District No. 21, Maine School Administrative District No. 39 and Maine School Administrative District No. 43 (collectively, the "three SADs"), then the three SADs will join to form the new RSU. In this case, the Reorganizational Planning Committee (RPC) will reconvene to address any changes that may be needed to the plan as a result of Hanover's decision. Examples of this include, but are not limited to, School Board composition, voting weight, and cost sharing. Additionally, notwithstanding anything to the contrary herein, the terms and conditions of the Plan shall be binding only on the three SADs and their member municipalities, no existing financial obligations, debts, bonds, notes, lease purchase agreements, collective bargaining agreements or other contracts or liabilities of the Town of Hanover or its school department ("Hanover") shall be assigned to or assumed by the region, no real estate, personal property or other assets of Hanover shall be assigned to the region, and the School Board composition and method of voting of the regional school unit board shall be as follows: In compliance with Method "D" weighted voting in compliance of the "one man- one vote" principle.

12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved. (voted 5/13/08)

We estimate that the formation of Western Foothills School District will result in the following cost savings or additional costs during the first three years of operation:

Reference Exhibit E for details supporting the figures listed below.

First year – 2009 – 2010: (comparison with 2007-2008 approved budgets)

Estimated savings:	\$415,000	closing 2 of 3 central offices
Estimated additional costs:	\$60,000	ADS (Advanced Data Systems)

Second year – 2010 – 2011:

Estimated savings:	\$	
Estimated additional costs:	\$39,000	ADS

Third year – 2011 – 2012:

Estimated savings:	\$	
Estimated additional costs:	\$39,000	ADS

3 Year total estimated savings: \$277,000

Facilities and Transportation Potential Cost Savings

Below are recommendations developed by the Facilities and Transportation Committee defining areas for potential cost savings or revenue generation. The committee also unanimously agreed that any changes must not impact negatively on the education of students.

1. Possibly create a system for bus zoning to eliminate some bus routes. Within the existing matrix, buses actually pass each other on some roads.
2. Consider hiring individual(s) to work on boiler and electric systems maintenance for the new Consolidated District. This in place of contracting the work to outside suppliers.
3. Study overall bus housing and maintenance needs to see if one garage could support the needs of the Consolidated District.
4. Investigate available software to better manage bus routing and possible route reduction.
5. In combining assets between Districts, look for overhead and other cost savings. Any current duplication of services needs to be reviewed.

CAUTIONS: The projected goal of a 5% savings within the Facilities and Transportation segments will not be easy. Districts have no control over some basic costs that are a large portion of annual budgets. For example, fuel oil and diesel have increased substantially since the Consolidation proposal was developed. Electricity costs have seen dramatic increases. The cost of buses has jumped 8% in the last year to meet new mandated emissions standards.

13. Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary.
(Voted 5/13/08)

Curriculum Recommendations

- Given the diversity of course offerings, educational philosophies, resources and size of the student population of three existing high schools, and
- Given our desire to honor that diversity, while at the same time, given our belief that consolidation provides for more equitable opportunities, rigorous academic programs and a more efficient and effective use of limited resources,...

The Curriculum Subcommittee urges the Board to consider the following recommendations in regard to curriculum offerings at the three high schools:

1. Administration and faculty should form a single committee of representatives from each of their departments within the first year of consolidation to undertake an in-depth study of each school's course offerings, related resources and educational philosophies for the following purposes:
 - a. Determine the similarities and differences that contribute to the uniqueness of each school's course offerings to gain an appreciation of and learn from the "other."
 - b. Provide student access to select courses at the "other" high schools, especially in the areas of technology, modern language, music and advanced placement courses using "Distance Learning Technology."
 - c. Provide students with the opportunity to transfer to the "other" high school for as little as one or as long as four years.
 - d. Provide the basis for determining the professional development needs of

the faculty to implement the consolidation.

2. Schools should consider merging their "course of study" handbooks, provide for "transferable" credits, have the same credit requirements for graduation, and have a common bell schedule.

3. Given the value of the resource, all high schools should set a goal of providing students with individual laptops.

Elementary Education

1. Bring elementary school grade level teams/ teachers together, in the spirit of collaboration, in order to:

- a. Examine the similarities and differences of their programs, resources and support services.
- b. Examine the standards taught at each grade level with an eye to better align them in terms of both content and priority.
- c. Assure that all elementary students have access to similar academic programs and support services, especially in the areas of world language and guidance.
- d. Assure that elementary students are provided with the tools and opportunities to ensure their school "transitions," especially to high school, are successful.

13-A. Recommended Plans to reorganize administration, transportation, building and maintenance and special education. (voted 5/13/08)

See Exhibit E

13-B. Cost Sharing in Regional School Units (voted 5/13/08)

Cost Sharing Formula for additional local funds: For the first three operational years of the RSU (FY 2010, FY 2011 and FY 2012) each member municipality shall be responsible for its share of additional local funds, in an amount up to the amount of the two year average of additional local funds for FY 2008 and FY 2009, calculated on the basis of each municipality's percentage of the two year average of additional

local funds as calculated for FY 2008 and FY 2009 (the “historical additional local funds component”); plus its share of the amount of additional local funds, if any, in excess of the historical additional local funds component (the “current additional local funds component”), based 25% on each municipality’s percentage of pupils in the prior calendar year and 75% on each municipality’s percentage of State valuation for the prior calendar year.

For operational years four through eight of the RSU (FY 2013-FY2017) the cost sharing formula for additional local funds shall be the same as for years two through five except that the historical additional local funds component shall be reduced to zero over those five years in five equal steps. For operational years nine (FY 2018) and thereafter, each municipality’s share of additional local funds shall be based 25% on each municipality percentage of pupils in the prior calendar year and 75% on each municipality’s State valuation for the prior calendar year.

Future amendments to the Cost Sharing formula will follow the guidelines of Maine statutes. 20-A M.R.S.A. currently 1301(3), but as amended by Exhibit F which includes language for regional school units.

13-C. Election of initial board of directors. (voted 5/13/08)

The initial regional school unit board shall be elected in accordance with 20-A M.R.S.A. section 1472-A.

13-D. Tuition Contracts and School Choice (voted 5/13/08)

1. Tuition Contracts-Not Applicable
2. School Choice

The following existing school administrative unit offers some or all of its students a choice of which school to attend:

SAU	Description
Hanover	Offers all students K-12 choice

Grade levels in the existing school administrative units that have choice of schools as of the operational date shall continue to have the same choices in Western Foothills School District. In any case where students are required by law to have the choice of attending schools outside of Western Foothills School District, the region ***will pay the*** tuition in excess of its own tuition rate as established by statute. If the tuition payable to the choice school exceeds Western Foothills School District tuition rate, the additional expense must be paid by the responsible municipality (***Hanover***) in equal monthly amounts. ***Hanover may then assess the residents for the amount of tuition paid over the established tuition rate for the RSU.***

13-E. Claims and Insurance (Voted 5/13/08)

The parties are aware of the following lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of ?? This list will be updated 30 days prior to the referendum vote. It will be updated again, if necessary, 30 days prior to the formation of the region.

SAU	Claimant	Title of Proceeding	Jurisdiction	Nature of claim
MSAD #21	None at this time			
MSAD #39	None at this time.			
MSAD #43	None at this time			
Hanover	None at this time			

13-F. Vote to submit reorganization plan to Commissioner.

(voted 5/13/08)

Before submitting a reorganization plan to the Commissioner of Education the governing body of each existing school administrative unit shall adopt the following vote:

Vote to be Adopted by each individual school unit to this agreement to Submit Reorganization Plan to Commissioner:

VOTED: That the provisions included in the school reorganization plan prepared by the Reorganization Planning Committee to reorganize Maine School Administrative District No. 21, Maine School Administrative District No. 39, Maine School Administrative District No. 43 and the Town of Hanover

into a regional school unit with an operational date of July 1, 2009, are determined to be necessary within the meaning of Section XXXX-36(5)(M) and that the Superintendent of Schools be, and hereby is, authorized and directed to submit the school reorganization plan to the Commissioner of Education on behalf of this school administrative unit by June 13, 2008.

13-G. Collaborative Agreements. (Voted 5/13/08)

Collaborative agreements are agreements to share the responsibility for and cost of the delivery of certain administrative, instructional and non-instructional functions. "Collaborative agreements" includes, but is not limited to:

- A. Shared purchasing or contract agreements;
- B. Agreements for shared staff or staff training;
- C. Agreements to share technology or technology support;
- D. Agreements to provide special education programs and support services;
- E. Agreements to share accounting, payroll and financial management services;
- F. Agreements to coordinate transportation routing and vehicle maintenance;
- G. Agreements to share food service planning and purchasing; and
- H. Agreements to coordinate energy and facilities management.

The region may enter into collaborative agreements with other school administrative units and, whenever possible, with local and county governments and State Government, to achieve efficiencies and reduce costs in the delivery of administrative, instructional and non-instructional functions.

A collaborative agreement between 2 or more existing school administrative units may remain in effect after July 1, 2009. Notwithstanding any other provision of law to the contrary, collaborative agreements in existence on the effective date of this section may be extended or modified by the parties to the collaborative agreement.

Exhibit F

Amendment of cost-sharing formulas. The cost-sharing formula may be amended as follows.

A. If requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the regional school unit, or if approved by a majority of the full board of directors, the board of directors shall hold at least one meeting of municipal representatives to reconsider the method of sharing costs. The regional school unit shall give at least 15 days' notice to each municipality comprising the regional school unit of any meeting.

B. Each member municipality must be represented at the meeting or meetings by 2 representatives chosen at large by its municipal officers, and one member of the regional school unit board of directors chosen by the municipality's directors.

B-1. Prior to the first meeting of municipal representatives pursuant to paragraph A, the regional school unit shall engage the services of a facilitator selected from the list maintained by the commissioner under subsection 4, paragraph C, subparagraph 1. The facilitator shall:

(1) At the first meeting, review and present data and information pertaining to sharing of costs within the regional school unit. Pertinent information may include, but is not limited to, the following:

(a) A description of the regional school unit's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current and historic distribution of costs in the regional school unit; and

(b) If withdrawal of one or more regional school unit members is under consideration, the financial and educational impact of the withdrawal;

(2) Solicit and prepare a balanced summary of the concerns of municipal officials, educators and the public about the current method of cost sharing; and

(3) Develop a plan of action for consideration by the municipal representatives that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.

C. A change in the method of sharing costs may only be approved by a majority vote of the municipal representatives present and voting.

C-1. If a majority of the representatives from each municipality meeting pursuant to paragraph A are unable to agree on a recommendation on what the cost-sharing method for the regional school unit should be, within 15 days following the last meeting a knowledgeable 3rd party must be selected in accordance with rules adopted pursuant to

subsection 4, paragraph C. The regional school unit is responsible for compensating the 3rd party. The 3rd party shall:

(1) Prepare a written summary of the process to date, including an assessment of the fairness, accuracy and responsiveness of the recommendations of the facilitator engaged pursuant to paragraph B-1;

(2) Prepare an impartial recommendation regarding changing the method of cost sharing; and

(3) Present the summary and recommendations to the municipal representatives for their consideration.

C-2. At an advertised public hearing, the municipal representatives shall solicit public input on the 3rd party's recommendation for cost sharing required under paragraph C-1 and any alternative method or methods proposed by municipal representatives.

D. If a change in the cost-sharing method is approved by a majority of the municipal representatives meeting pursuant to paragraph A, the change must be submitted to the voters at a regional school unit meeting. It becomes effective when approved by a majority vote of the regional school unit in a regional school unit referendum called and held for this purpose in accordance with 20-A M.R.S.A., sections 1501 to 1504, except that, if the proposed change is an alternative cost-sharing plan under subsection 1, paragraph B, subparagraph 4, the change must be approved by a majority of voters voting in a referendum in each municipality in the regional school unit instead of in a regional school unit referendum.



JOHN ELIAS BALDACCI
GOVERNOR

STATE OF MAINE
DEPARTMENT OF EDUCATION
23 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0023

SUSAN A. GENDRON
COMMISSIONER

September 11, 2008

Thomas Ward, Superintendent
MSAD 21
147 Weld Street
Dixfield, ME 04224

Dear Superintendent Ward:

Thank you for the revised Reorganization Plan that you submitted on behalf of MSAD 21, MSAD 39, MSAD 43 and Hanover School Department on September 3, 2008 for Department review for compliance with the school reorganization law, P.L. 2007, chapter 240, Part XXXX.

I recognize how much time, effort and thoughtful work is required to complete a reorganization plan and appreciate the efforts made, to date, by all those involved.

Members of my staff and I have reviewed the submission and offer the comments and notes listed below to assist you in completing the plan. If you make any substantive change(s) to any part of the plan beyond those listed below, please be sure to note those on the Updated Reorganization Plan Cover Sheet Checklist, along with notation of those items that have changed per the notes contained in this response.

General Documentation (Submittal Sheet)

- All information submitted as required.

Checklist/Plan Text Items

Items Checked "Complete"

With respect to the items you checked as "complete", please note the following:

**** Required Elements***

5. Please provide clarification with respect to Exhibit B as referenced in this section. This section also lists MSAD 43's Central Office as not being transferred; please provide clarification per the requirements re: transfer of real property (20-A MRSA, Section 1462), either in the plan text or Exhibits.

Done

7. MSAD 17's Alternative Plan reflects a 60/40 shared Assistant Superintendent position with MSAD 39; however, it is not reflected in this plan, to which MSAD 39 is a party. We have requested clarification from MSAD 17; would you also please clarify?

13-B. The revised section 13-B for the MSAD 21 et al. plan states "Future amendments to the Cost Sharing formula will follow the guidelines of Maine statutes. 20-A MRSA, section 1301-3."

Done

Please clarify the following:

- 1) The plan's citations are to current "SAD" law and, if used, should indicate that "school administrative district" should be replaced with "regional school unit".
- 2) Section 1301 subsection 3 further cites sections 1351-1354, which are SAD referendum procedures; but RSUs have their own referendum procedures in sections 1501-1504.
- 3) Do you want to add language to address language future changes that would still apply, even if all language related to SADs is eventually repealed?

Options for consideration:

- 1) Cite 1301(3), but add "as provided in Exhibit __, and include a copy of section 1301(3) as a new Exhibit; indicate that "SAD" should be replaced with "RSU" and that references to sections 1351-1354 should be replaced with sections 1501-1504.
- 2) Copy section 1301(3) into Section 13-B of the plan, replacing "SAD" with "RSU" and changing references to sections 1351-1354 to sections 1501-1504.

For further clarification or questions regarding this section, please contact Suzan Beaudoin at suzan.beaudoin@maine.gov.

We will review all items on the checklist again, upon your completion of the plan.

SUBMISSION OF REVISIONS:

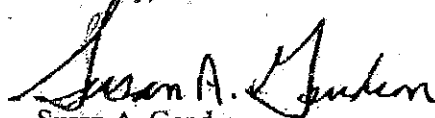
Please provide the additional materials to complete your plan as soon as possible in order to ensure you meet the November 4, 2008 referendum date requirements. Please include:

- Any additional data required
- An updated Submittal Page with Signatures
- An updated Cover Sheet Checklist
- A copy of this Response from the Commissioner.

Finally, what I am reviewing for approval is a plan (or a submission, if the plan is incomplete) which is by its very nature prospective, with steps yet to be taken or finalized; and any review comments or approval given are in relation to the elements required under P.L. 2007, chapter 240, Part XXXX but not the legality of all the activities proposed. Thus, I strongly recommend that you have your own legal advisor(s) review the details of any particular transaction proposed in your plan (particularly with respect to the disposition of property, to debt, and to employee contracts/relations) as you proceed, to ensure the legality of the steps you'll be taking to implement the plan. If that review leads to any substantive changes in any parts of your plan, please be sure to submit an amended plan to the Department for our review and our file.

If you have questions or concerns, I encourage you to contact Ray Poulin or Norm Higgins of our Reorganization Team. They may be reached by phone at 624-6802.

Sincerely,



Susan A. Gendron
Commissioner of Education

Cc: James Hodgkins, Superintendent, MSAD 43/Hanover School Department
Richard Colpitts, Superintendent, MSAD 39